

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B5400081

**PRINT DATE:** 01/02/16

**PAGE:** 01

### SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

### VENDOR ID:

SCHMIDT BAKING CO INC  
7801 FITCH LN

BALTIMORE, MD  
(410 )668-8200

21236-3998

### REFER QUESTIONS TO:

VANESSA A WILLIAMS  
(410 )767-8855  
VANESSA.WILLIAMS@MARYLAND.GOV

### ITB:

**EXPR DATE:** 01/31/16  
**POST DATE:** 08/21/14

**DISCOUNT TERMS:** . NET 30 DAY  
**CONTRACT AMOUNT:** .00

### TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

### CONTRACT FOR BAKERY PRODUCTS

TO FURNISH THE STATE OF MARYLAND AGENCIES LISTED HEREIN WITH THEIR REQUIREMENTS FOR BAKERY PRODUCTS.

FOR: JESSUP MARYLAND REGION

=====

CONTRACT PERIOD: SEPTEMBER 1, 2014 THRU AUGUST 31, 2015 (1 YEAR)  
FINAL RENEWAL WITH THE SAME TERMS, CONDITIONS AND PRICING.

=====

INDEFINITE DELIVERY CONTRACT FOR SUPPLYING STATE AGENCIES WITH THEIR NEEDS FOR THE FOLLOWING ITEM(S) FOR THE CONTRACT PERIOD SPECIFIED.

DURATIONS: CONTRACTS SHALL REMAIN IN EFFECT FOR THE TIME PERIOD SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON 30 DAYS WRITTEN NOTICE.

### PROCESSING FEE:

CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE OF MARYLAND IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE

\*\*\* CONTINUED, NEXT PAGE \*\*\*

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B5400081

PRINT DATE: 01/02/16

PAGE: 02

### TERMS (cont'd):

PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURN OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

THE PROESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITHA MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. A EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO THE PROCUREMENT OFFICER.

FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRAT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000 OR ONE PERCENT (1%) OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY SIX (6) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. FORMAT SHALL BE AT VENDORS OPTION PROVIDING THAT, AS A MINIMUM, THE REPORT REFLECTS THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES.

REPORTS, PREFERABLY IN EXCEL FORMAT, TO BE SUBMITTED TO THE FOLLOWING:

VANESSA.WILLIAMS@MARYLAND.GOV  
AWAWU.SALAKO@MARYLAND.GOV

ALL ITEMS ARE TO BE QUOTED FOB DESTINATION AND INCLUDE ALL SHIPPING, HANDLING AND ADMINISTRATIVE CHARGES.

CORPORATE "P" PURCHASING CARDS WILL BE USED FOR PAYMENT FOR ALL INDIVIDUAL AGENCY CONTRACT PURCHASES OF \$5,000 OR LESS.

THIS QUOTATION IS SUBMITTED WITH THE UNDERSTANDING THAT THE VENDOR

\*\*\* CONTINUED, NEXT PAGE \*\*\*

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B5400081

PRINT DATE: 01/02/16

PAGE: 03

### TERMS (cont'd):

SHALL COMPLY WITH ALL FEDERAL AND STATE OSHA REGULATIONS, THE STATE OF MARYLAND PROCUREMENT REGULATIONS IN EFFECT AT THE TIME OF SUBMISSION AND THE INSTRUCTIONS PROVIDED HEREIN.

FOR THE PURPOSE OF CALCULATING THE NOTICE GIVING REQUIREMENTS OF THIS SECTION, THE EXPIRATION DATE SHALL BE AUGUST 31 OF EACH YEAR. THE CONTRACT PRICING MAY BE MODIFIED ACCORDING TO THE PRICES THEN PREVAILING WHICH ARE SUBJECT TO AN INCREASE WHICH IS NOT TO EXCEED THE CURRENT RATE OF INFLATION, AS DETERMINED BY THE PRODUCER PRICE INDEX (PPI) COMMODITY CODE PCU31181.

### GENERAL CONDITIONS

QUANTITIES SHOWN ARE APPROXIMATE AND ARE NOT TO BE CONSTRUED AS MINIMUM OR MAXIMUM.

PRICES ARE TO BE QUOTED IN THE "UNIT" AS INDICATED ON THE BID. ANY DEVIATION FROM THE "UNIT" PRICE REQUESTED WILL BE CAUSE TO REJECT BID.

BREAD TO BE FURNISHED UNDER THIS CONTRACT SHALL BE CONVENTIONAL LOAF, SLICED, WRAPPED AND AS DELIVERED AS A STANDARD PRODUCT TO GROCERS. ALL PRODUCTS SHALL BE SO PACKAGED THAT PROTECTION FROM DIRT, FILTH, OR OTHER CONTAMINATION IS ENSURED. COMMERCIAL PACKAGING IN MOISTURE-VAPOR RESISTANT WAXED PAPER, REGENERATED CELLULOSE FILM, PLASTIC FILM, ETC., IS ACCEPTABLE.

UNLESS OTHERWISE INSTRUCTED BY THE USING AGENCIES, DELIVERIES ARE TO BE MADE IN COMPLIANCE WITH DELIVERY SCHEDULES AS INDICATED ON INQUIRY. DELIVERIES TO COVER SUNDAYS AND LEGAL HOLIDAYS WILL BE MADE ON THE PRECEDING DAY. HOURS OF THE DAY AND POINTS AT WHICH DELIVERIES WILL BE MADE SHALL BE ESTABLISHED BY THE RESPECTIVE AGENCIES IN WRITING TO THE BIDDER AWARDED THE CONTRACT.

IT SHALL BE UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL BE TERMINATED IMMEDIATELY SHOULD THE SANITARY CONDITIONS AS DETERMINED BY INSPECTION OF THE DELIVERED PRODUCT OR THE PLANT WHERE IT IS PRODUCED INDICATED IN THE JUDGEMENT OF THE STATE SUCH ACTION IS NECESSARY. IN SUCH CASES, THE CONTRACTOR WILL BE NOTIFIED OF TERMINATION BY REGISTERED OR CERTIFIED MAIL. IF FOR ANY OTHER REASON THE CONTRACT SHOULD BE TERMINATED BY EITHER PARTY, FIFTEEN (15) DAYS NOTICE BY REGISTERED OR CERTIFIED MAIL SHALL BE REQUIRED.

PROMPTLY AFTER THE AWARD AND BEFORE THE FIRST DELIVERY, THE CONTRACTOR MUST FURNISH EACH AGENCY WITH THE CODE CARD WHICH

\*\*\* CONTINUED, NEXT PAGE \*\*\*

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B5400081

PRINT DATE: 01/02/16

PAGE: 04

### TERMS (cont'd):

INDICATES THE DAY ON WHICH THE BREAD WAS MADE. EACH LOAF MUST BEAR THIS CODE. FAILURE TO DO THIS WILL RESULT IN THE CONTRACT BEING CANCELLED AND REAWARDED TO THE NEXT LOWEST BIDDER.

BREAD OR ROLLS WHICH ARE DETERMINED BY AGENCY AUTHORITIES TO BE UNACCEPTABLE DUE TO MOLD OR OTHER CONDITIONS WHICH RENDER THE PRODUCT INEDIBLE WILL BE REJECTED AND WILL BE REPLACED BY THE CONTRACTOR WITH LIKE ITEMS OF ACCEPTABLE CONDITIONS AT NO CHARGE.

PRODUCTS DESIGNATED FRESH SHALL BE DELIVERED WITHIN 24 HOURS OF PRODUCTION. PRODUCTS DESIGNATED NON-FRESH SHALL BE DELIVERED WITHIN 72 HOURS OF PRODUCTION. SHOULD THE CONTRACT BE AWARDED ON THE BASIS OF NON-FRESH AND THE CONTRACTING BAKERY IS UNABLE TO SUPPLY, FRESH PRODUCTS WILL BE FURNISHED AT THE CONTRACT PRICE FOR NON-FRESH.

VENDOR TO CONTACT: \_SCHMIDT BAKING CO., INC.\_\_\_\_\_  
ADDRESS: \_7801 FITCH LANE\_\_\_\_\_  
CITY/STATE/ZIP CODE: \_BALTO., MD 21236\_\_\_\_\_  
PHONE: \_410-668-8200\_\_\_\_\_ FAX: \_410-882-2051\_\_\_\_\_

NOTE: ALL LISTED QUANTITIES ARE FOR ESTIMATED ANNUAL USAGE.

### DELIVERY RECEIPT AND INVOICES =====

1. EACH DELIVERY TO BE ACCOMPANIED BY A DELIVERY RECEIPT IN TRIPLICATE TO BE SIGNED BY THE INSTITUTION RECEIVING CLERK AND TWO (2) COPIES SIGNED BY THE INSTITUTION.
2. EACH DELIVERY RECEIPT TO CLEARLY SHOW THE FOLLOWING INFORMATION.
  - A. FULL DESCRIPTION OF PRODUCT DELIVERY.
  - B. THE EXACT UNITS DELIVERED, SIZE, PACK, ETC., IN ACCORDANCE WITH CONTRACT.

### INVOICING AND/OR STATEMENT =====

1. BILLING TO BE SENT DIRECT TO THE ORDERING AGENCY IN TRIPLICATE.
2. EITHER WEEKLY OR MONTHLY BILLING MUST SHOW THE FOLLOWING INFORMATION.
  - A. DAILY DELIVERIES TO CORRESPOND TO DELIVERY RECEIPT, PRICED ACCORDING TO UNIT PRICES SHOWN ON CONTRACT, PRICES EXTENDED

\*\*\* CONTINUED, NEXT PAGE \*\*\*

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B5400081

PRINT DATE: 01/02/16

PAGE: 05

TERMS (cont'd):

AND TOTALED.

### SPECIFICATIONS

=====

ALL SLICED BREAD LOAVES SHALL CONTAIN SLICES OF ONE (1) OUNCE MAXIMUM WEIGHT. STATED OUNCE PER LOAF SHALL YIELD SAME NUMBER OF SLICES PER LOAF EXCLUSIVE OF END PIECES. EXAMPLE: 22 OUNCE LOAF SHALL YIELD 21 SLICES EXCLUSIVE OF END PIECES.

\*\*\*\*\* ADDITIONAL ITEMS MAY BE ADDED TO ANY RESULTING CONTRACT \*\*\*\*\*

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	37515-000XX1	CS	25.0800

BAGELS, ASSORTED, CINNAMON RAISIN, EGG, TWELVE, SIX PACK PER CASE  
1-6PK FOR 2.09  
CODE 2311

---

0003	37515-200020	LF	1.9500
------	--------------	----	--------

BREAD, RAISIN LOAF, NOT ICED, FRESH, 16 OZ PER LOAF  
CODE 8048

---

0004	37515-281770	LF	1.0800
------	--------------	----	--------

TEXAS TOAST, 24 OZ LOAF  
CODE 0163

---

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B5400081

**PRINT DATE:** 01/02/16

**PAGE:** 06

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>		
---------------	----------------------	------------	------------------	--	--

0005	37515-300010	DZ	.9000		
------	--------------	----	-------	--	--

ROLLS, FRANKFURTER, FRESH, 12/PK  
CODE 3370

---

0006	37515-300015	DZ	.9000		
------	--------------	----	-------	--	--

ROLLS, FRANKFURTER, NON FRESH, 12/PK  
CODE 3370

---

0007	37515-300020	DZ	.9000		
------	--------------	----	-------	--	--

ROLLS, HAMBURGER, FRESH, 12/PK  
CODE 3350

---

0008	37515-300030	DZ	.9000		
------	--------------	----	-------	--	--

ROLLS, HAMBURGER, NON FRESH, 12/PK  
CODE 3350

---

0011	37515-320200	LF	.5000		
------	--------------	----	-------	--	--

BREAD, WHITE, FRESH, 16 OZ PER LOAF  
CODE 0587

---

0016	37515-200105	LF	1.3500		
------	--------------	----	--------	--	--

BREAD, RYE, NON-FRESH, 16 OZ. PER LOAF  
2610 SEEDED; 2615 UNSEEDED

---

0021	37515-000612	CS	12.0000		
------	--------------	----	---------	--	--

ENGLISH MUFFIN, HONEY WHEAT, 12 PER PACK, 6 PACKS PER CASE, THOMAS'

\*\*\* CONTINUED, NEXT PAGE \*\*\*

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B5400081

**PRINT DATE:** 01/02/16

**PAGE:** 07

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
---------------	----------------------	------------	------------------	--

BRAND ONLY. 1.00 PER 6PK.  
CODE 4320

0029	37515-0094XX	PK	1.4000
------	--------------	----	--------

BAGEL, WHEAT 4 CT, 14 OZ PKG

CODE 2317

0030	37515-240017	PK	1.6000
------	--------------	----	--------

WHEAT HOTDOG ROLLS

8/PK  
CODE 2410

0031	37515-700007	DZ	2.8000
------	--------------	----	--------

ROLLS, SUB, 6" FRESH, WHOLE WHEAT

WHOLE WHEAT, 12/PK  
CODE 2799

0033	37515-240016	PK	1.6000
------	--------------	----	--------

WHEAT HAMBURGER ROLLS

8/PK  
CODE 2400

0034	37515-320203	LF	.6300
------	--------------	----	-------

BREAD, WHITE, FRESH, 20 OZ LOAF

CODE 7900

0035	37515-310825	LF	.6800
------	--------------	----	-------

BREAD, WHOLE WHEAT, NON-FRESH

\*\*\* CONTINUED, NEXT PAGE \*\*\*

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B5400081

**PRINT DATE:** 01/02/16

**PAGE:** 08

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
---------------	----------------------	------------	------------------	--

100% WHOLE WHEAT, 16 OZ. LOAF  
CODE 2340

0037	37515-480010	PK	1.0000	
------	--------------	----	--------	--

ENGLISH MUFFINS, 6/PK (FORK SPLIT)  
CODE 4310

0038	37515-594002	PK	.7900	
------	--------------	----	-------	--

ROLLS, BROWN AND SERVE WHITE  
8/PK  
CODE 1610

0039	37515-700006	PK	1.0000	
------	--------------	----	--------	--

ROLLS, SUB, 6" FRESH  
6/PK  
CODE 2730

0040	37515-650031	PK	1.4000	
------	--------------	----	--------	--

ROLLS, SPLIT TOP, DINNER, 16 PACK

ASSORTED DINNER ROLLS, 16/PK  
CODE 2705

0041	37515-690050	PK	1.0000	
------	--------------	----	--------	--

ROLLS, SEEDED STEAK SUB  
6/PK  
CODE 2760

0042	37515-100020	LF	1.5800	
------	--------------	----	--------	--

\*\*\* CONTINUED, NEXT PAGE \*\*\*



# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B5400081

PRINT DATE: 01/02/16

PAGE: 09

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
---------------	----------------------	------------	------------------	--

BREAD, FRENCH, FRESH, \_\_\_\_\_ OZ. PER LOAF  
BREAD, FRENCH, FRESH, 16 OZ. LOAF  
CODE 4030

0043	37515-310820	LF	1.3000	
------	--------------	----	--------	--

BREAD, WHOLE WHEAT, FRESH, \_\_\_\_\_ OZ PER LOAF  
33% WHOLE WHEAT, 22 OZ. LOAF  
CODE 2330

0044	37515-320205	LF	.5000	
------	--------------	----	-------	--

BREAD, WHITE, NON-FRESH,

16 OZ LOAF  
CODE 0587

0045	37515-690055	PK	1.0000	
------	--------------	----	--------	--

ROLLS, STEAK, SEEDLESS, FRESH

6/PACK  
CODE 2730

\_\_\_\_\_ END OF ITEM LIST \_\_\_\_\_

DELIVERY SCHEDULE:  
=====

CLIFTON T. PERKINS HOSPITAL

MON. ☒ TUES. ☒ WED. \_\_\_\_\_ THURS. ☒ FRI. ☒ SAT. \_\_\_\_\_  
FOR A TOTAL OF 4 DAYS PER WEEK.

MARYLAND CORRECTIONAL INSTITUTE - JESSUP

MON. ☒ TUES. ☒ WED. \_\_\_\_\_ THURS. ☒ FRI. ☒ SAT. ☒  
FOR A TOTAL OF 4 DAYS PER WEEK.

\*\*\* CONTINUED, NEXT PAGE \*\*\*

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B5400081

PRINT DATE: 01/02/16

PAGE: 10

TERMS (cont'd):

PATUXENT INSTITUTION

MON. XX TUES.        WED.        THURS. X FRI. X SAT.         
FOR A TOTAL OF 4 DAYS PER WEEK.

MARYLAND CORRECTIONAL INSTITUTE - WOMEN

MON. X TUES. X WED.        THURS. X FRI. X SAT.         
FOR A TOTAL OF 4 DAYS PER WEEK.

MARYLAND HOUSE OF CORRECTIONS

MON. X TUES. X WED.        THURS. X FRI. X SAT.         
FOR A TOTAL OF 4 DAYS PER WEEK.

MARYLAND HOUSE OF CORRECTIONS - ANNEX

MON. X TUES. X WED.        THURS. X FRI. X SAT.         
FOR A TOTAL OF 4 DAYS PER WEEK.

BROCKBRIDGE CORRECTIONAL INSTITUTE

MON. X TUES. X WED.        THURS. X FRI. X SAT.         
FOR A TOTAL OF 4 DAYS PER WEEK.

THIS PROCUREMENT WAS BEING CONDUCTED AS A COMPETITIVE SEALED BID.  
THE AWARD WAS MADE TO THE LOWEST RESPONSIVE AND RESPONSIBLE  
BIDDER BY LOT AWARD. ALL ITEMS MUST BE BID. FAILURE TO SUBMIT  
PRICING FOR A LINE ITEM MAY CAUSE YOUR BID TO BE DEEMED NON  
RESPONSIVE AND YOUR BID WILL BE REJECTED.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL  
INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE  
SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, REYCLABLE,  
AND/OR BIODEGRADABLE MATERIALS.

\*\*\*\*\* LAST PAGE \*\*\*\*\*

AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

BUYER AUTHORIZED DESIGNEE